

**MEMORANDUM OF UNDERSTANDING
AMONG
CABINET FOR WORKFORCE DEVELOPMENT, DEPARTMENT FOR
ADULT EDUCATION AND LITERACY
AND
COUNCIL ON POSTSECONDARY EDUCATION, KENTUCKY VIRTUAL UNIVERSITY
AND
U.S. DEPARTMENT OF LABOR, OFFICE OF JOB CORPS, REGION 2**

Whereas, the Cabinet for Workforce Development's Department for Adult Education and Literacy, hereinafter referred to as DAEL, is committed under the Workforce Investment Act of 1998 and the Adult Education Initiative Act of 2000 to ensure equitable and direct access to the basic educational opportunities that many of Kentucky's adults need;

Whereas, the Council on Postsecondary Education, hereinafter referred to as CPE, desires to increase the education levels of Kentuckians, and so created the Kentucky Virtual University, hereinafter referred to as KYVU, and the Kentucky Virtual Library, hereinafter referred to as KYVL, to provide distance education at any time and in any place;

Whereas, the purpose of the Kentucky Virtual Adult Education Website (www.kyvae.org), hereinafter referred to as KYVAE, is to provide online adult learner and instructor access to literacy information, curriculum, resources and services in an easy-to-use and motivational format. The site is dedicated to helping adult learners achieve their personal learning goals, which include skills improvement, grade level goals, and completion of a secondary school education by achieving a General Educational Development (GED) diploma.

Whereas, the U.S. Department of Labor, Office of Job Corps, Region 2, hereinafter referred to as USDOL, is authorized by Title I-C of the Workforce Investment Act of 1998 and is the nation's largest and most comprehensive residential, education and job training program for at-risk youth, ages 16 through 24.

Whereas, Kentucky's seven participating Job Corps Centers are in Region 2.

- | | |
|---------------------|------------------------|
| • Earle C. Clements | Morganfield, Kentucky |
| • Frenchburg | Mariba, Kentucky |
| • Great Onyx | Mammoth Cave, Kentucky |
| • Muhlenberg | Greenville, Kentucky |
| • Pine Knot | Pine Knot, Kentucky |
| • Carl D. Perkins | Prestonsburg, Kentucky |
| • Whitney M. Young | Simpsonville, Kentucky |

Now, Therefore, the three entities, CPE, DAEL, USDOL, enter into this collaborative agreement to allow eligible students who are participating in a Kentucky Job Corps Center to enroll in the Kentucky Adult Education system offered by the Cabinet for Workforce Development, DAEL, and CPE, through KYVU using the resources of KYVAE.

DAEL Responsibilities

DAEL agrees to train appropriate Kentucky Job Corps Center staff on the use of the DAEL data information system and the KYVAE resources and services.

DAEL agrees to provide monthly performance reports to each participating Kentucky Job Corps Center.

DAEL agrees to consult with Job Corps Centers on areas related to this agreement.

CPE/KYVU Responsibilities

CPE/KYVU agrees to allow USDOL access to KYVAE for participating Kentucky Job Corps Centers through its agreement with DAEL.

USDOL Responsibilities

USDOL agrees that the resources outlined in the MOU will be used for individuals:

- who have attained 16 years of age;
- who are not enrolled or required to be enrolled in secondary school under State law; and
- who:
 - lack sufficient mastery of basic educational skills to enable the individuals to function effectively in society;
 - do not have a secondary school diploma or its recognized equivalent, and have not achieved an equivalent level of education; or
 - are unable to speak, read, or write the English language;

USDOL agrees each participating Kentucky Job Corps Center will provide appropriate and adequate facilities, equipment, and technical support services to effectively integrate KYVAE programs into the centers overall career development program. Student services shall be provided in accordance with the Job Corps Policy and Requirements Handbook (PRH). Integration of the KYVAE into the center's delivery systems is intended as a supplement to the centers career development services system and shall not eliminate, in whole or part, contractual and or PRH requirements.

USDOL agrees to assign a single point of contact for each participating Job Corps Center for this agreement.

USDOL agrees that each participating Job Corps Center will report accurate data as required in the DAEL student information system within 10 days of the event, including enrollment, TABE assessment, and goal attainment of performance indicators.

USDOL agrees to post news of this collaboration on the appropriate Job Corps Websites.

USDOL assures the confidentiality of all information, to the extent permitted by law, whether written or verbal, provided by or about any client seeking or receiving services under this contract, except as approved and authorized in writing by the client.

USDOL agrees not to use or access the Department's Data Information System (DIS), which is an information system that allows for the transfer of data to accommodate the assessment of potential services and program eligibility, for any purpose not specifically authorized.

USDOL agrees to:

- Provide to DAEL the completed Request for the DIS Access form for an employee to be considered for access to the DIS;
- Require all employees who have been granted access by the DAEL to the DIS to read and sign a copy of the Employee Security Contract that is attached and incorporated herein;
- Forward upon execution to DAEL signed copies of the Employee Security Contract;
- Ensure that only authorized employees are given access to the DIS; and
- Instruct all employees with access to the DIS regarding the confidential nature of the information, including the relevant statutes and regulations.

USDOL agrees that DAEL, CPE, the Finance and Administration Cabinet, the Auditor of Public Accounts, and the Legislative Research Commission or their duly authorized representatives, shall have access to any books, documents, papers, records, or other evidence, which are directly pertinent to this agreement for the purpose of program review, to the extent permitted by law.

USDOL agrees to maintain all records pertaining to this agreement for a period of not less than three (3) years after the agreement closing date and all matters pertaining to this agreement (i.e., audit, settlement of audit exceptions, disputes) are resolved in accordance with applicable federal and/or state laws, regulations, and policies. This includes files of all personnel, financial records, statistics, property, participants, and supporting documentation or other written materials that relate to the delivery of service.

USDOL agrees to permit staff of DAEL, or persons acting for DAEL, and/or staff designated by appropriate federal agencies, to monitor and evaluate services being performed. USDOL also agrees to submit all records and documentation of service provisions in regard to contracted services when requested for monitoring purposes, to the extent permitted by law.

USDOL agrees to maintain records that are sufficient to identify the results of the service provided to each individual and for use in evaluating the effectiveness of the total program. These records will be made available to DAEL staff upon request.

The USDOL assures that participating Job Corps Centers or its principals:

- Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- Have not within a three-year period proceeding this contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with performing a public transaction;

- Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity with commission of any of the offenses defined at 34 CFR Part 85; and
- Have not within a three-year period preceding this contract had one or more public transaction terminated for cause or default; and
- Where USDOL is unable to certify to any of the statements in this certification, they shall submit an explanation to DAEL; the instructions for certification, which are an integral part of this certification, have been read and agreed to by USDOL.

USDOL assures that program participants shall not be required or permitted to receive DAEL-funded services in buildings or surroundings which are dangerous, unsanitary, or hazardous to the employee's or participant's health and safety.

Terms and Conditions

This MOU shall become effective upon the date of the final signature of the undersigned parties. This MOU, as amended in writing by agreement of all parties, will remain in force until June 30, 2004, whereupon all parties may extend the agreement by mutual decision of all parties in writing. Any party may cancel this MOU at any time for cause or may cancel without cause on a 30-day written notice.

This MOU created no legally enforceable rights. Nothing in this MOU shall be interpreted as limiting, superseding, or otherwise affecting any party's normal operations or decisions in carrying out its statutory or regulatory duties. This MOU does not limit or restrict any party from participating in similar activities or arrangements with other agencies. This MOU is an intergovernmental agreement and is not intended to confer any right upon any private person.

This MOU does not authorize the expenditure or reimbursement of any funds. Nothing in this MOU shall obligate USDOL, the Cabinet for Workforce Development, or the Council on Postsecondary Education to expend appropriations or enter into any contract or other obligations, other than by the express terms of this MOU.

EMPLOYEE CONFIDENTIALITY/SECURITY CONTRACT

I understand that I may be allowed access to confidential information and/or records in order that I may perform my specific job duties. I further understand and agree that I am not to disclose confidential information and/or records without the prior consent of the appropriate authority(s) in the Cabinet for Workforce Development.

I understand that all USERID/Passwords to access computer data are issued on an individual basis. I further understand that I am solely responsible for all information obtained, through system access, using my unique identification. At no time will I allow use of my USERID/Password by any other person.

I understand that accessing or releasing confidential information and/or records, to be accessed or released, on myself, other individuals, clients, constitute a violation of this agreement and may result in disciplinary action taken against me, up to and including dismissal and prosecution as provided by state or federal law.

By affixing my signature to this document I acknowledge that I have been apprised of the relevant laws, regulations and policies concerning access, use, maintenance and disclosure of confidential information and/or records which shall be made available to me through my employment. I further agree that it is my responsibility to assure the confidentiality of all information which has been issued to me in confidence even after my employment ends.

Pursuant to this contract I certify that I have read and understand the following laws concerning confidential information and/or records:

KRS 434.840 thru 434.860 - Unlawful Access to a Computer
KRS 341.190 - Reports and Records - Confidential Treatment
KRS 341.990 - Penalties

I also certify by my signature that I have been given a copy of the above referenced laws.

Typed Employee Name

Social Security #

Signature

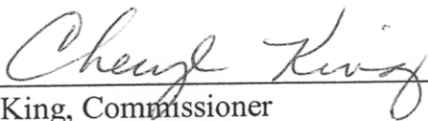
Date

Typed Supervisor Name

Signature

Date

Signatures



Cheryl D. King, Commissioner
Kentucky Department for Adult Education and Literacy

5/28/03

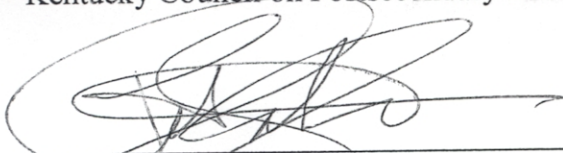
Date



Thomas D. Layzell, President
Kentucky Council on Postsecondary Education

6/2/03

Date

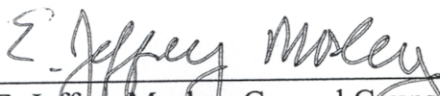


Peter Calvo, Job Corps Division Chief
U.S. Department of Labor, Office of Job Corps, Region 2

6/26/03

Date

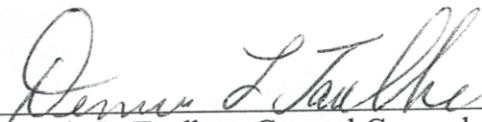
Examined as to Form and Legality:



E. Jeffrey Mosley, General Counsel
Kentucky Cabinet for Workforce Development

5/29/03

Date



Dennis L. Taulbee, General Counsel
Kentucky Council on Postsecondary Education

5-22-03

Date